



STATE OF MICHIGAN

JENNIFER M. GRANHOLM
GOVERNOR

DEPARTMENT OF MANAGEMENT & BUDGET
LANSING

LISA WEBB SHARPE
DIRECTOR

To: Printing Contractors

From: Joan Bosheff, Buyer Specialist
Purchasing Operations

Subject: Request for Information for Establishment of Pre-Qualification List for Printing

Purchasing Operations is soliciting completed Statements of Qualifications (SOQ) from firms interested in providing various printing services for the State of Michigan. The purpose of this RFI is to pre-qualify bidders for printing services for the Department of Management and Budget (DMB), Printing Services.

Pre-qualified bidders will be determined by an evaluation of applicants' Statement of Qualifications. The work which will be offered under this contract is in the following categories: electronic data collection systems; composition/design; electronic prepress equipment; software programs; sheet fed presses; web presses; envelope production; snap out/continuous forms; cutters; folders; stitchers; perfect binders; mechanical binding; drilling; die cutting/foil stamping; photography; and signage. Other print-related services also may be requested.

It is imperative that each issue be thoroughly answered. Certificate of Insurance and Sworn State must be submitted in order to be qualified.

Bidder shall submit only the SOQ form and sufficient attachments to provide complete and concise, relevant information. Please submit four (4) hard copies. This material and any questions must be submitted to Joan Bosheff at:

Department of Management and Budget
Purchasing Operations
Joan Bosheff
2nd Floor, Mason Building
P.O. Box 30026
Lansing, Michigan 48909
(517) 373-7374
bosheffj@michigan.gov

Attachments: Pre-Qualification for Contractors, Work Statement
Terms and Conditions
Statement of Qualifications (SOQ)
Printing Law, Public Act 153 of 1937
State Printing Prevailing Wage Survey Results
Sworn Statement



PRE-QUALIFICATION FOR CONTRACTORS

WORK STATEMENT

BACKGROUND/PROBLEM STATEMENT

The State of Michigan, Department of Management and Budget, Printing Services, is seeking to establish a list of pre-qualified Contractors to perform a range of printing services. Pre-qualification does not guarantee work with the State but rather pre-qualifies Contractors to **bid** on projects. Pre-qualification will be based on the Contractor's response to the Statement of Qualification as well as the Contractor's agreement to the State's terms and conditions.

OBJECTIVES

General:

The purpose of this project is to create a mechanism in which a range of qualified Contractors can review and bid on print and print-related jobs in a short period of time, thus providing maximum value to agencies of the State of Michigan.

TASKS

The following is a preliminary listing of the major tasks involved in developing the end products of this pre-qualification. The Contractor is not, however, constrained from supplementing this listing with additional steps, subtasks, or elements deemed necessary to permit the development of alternative approaches or the application of proprietary analytical techniques.

1. Bidding Process
 - a. The Contractor shall provide 24-hour turnaround time on bids unless noted otherwise on the bid request. Bids will be sent electronically of projects as they become available.
 - b. Bid price shall be held firm for 30 days.
 - c. Bids will be awarded based on best value, which will consist of the Contractor's response to the bid, the Statement of Qualifications, the Contractor's past performance, and the needs of the State. A purchase order will be issued to the successful Contractor.
2. The Contractor shall adhere to the specifications and processes indicated on the Purchase Order.
3. The State shall approve any additional charges for alterations in writing.
4. The Contractor shall not charge for overruns/underruns.
5. Pre-production proofs shall be provided for all jobs at no charge to the State unless the revisions made were the result of the author's error.
6. The State requires the Contractor have in-house capability of producing negatives and color proofs from electronic files. The State has both IBM compatible and MacIntosh equipment. The State currently uses Word, WordPerfect, Pagemaker, Quark Express, Freehand, Illustrator and Corel Draw. This requirement will be waived if the Contractor is providing bindery services only.
7. The Contractor shall allow State to perform a press proof if requested.

8. The Contractor shall meet specified timelines on purchase order.
 - a. The Contractor shall notify the State of all deadlines that are required to meet the specified delivery date.
9. All materials and information submitted to or produced by the Contractor in fulfillment of the job shall become the property of the State of Michigan and be returned to the designated agency upon completion of the job unless otherwise instructed.
10. All jobs shall be complete in every respect, cut to size, and wrapped in suitable packages for convenient handling per the State's request. The Contractor is encouraged to offer packaging using recovered materials suitable for the intended use.
11. Delivery
 - a. Prices shall be quoted "F.O.B. Delivered" with transportation charges, including pickup, prepaid on all orders. Other F.O.B. terms will not be accepted and disqualify a Contractor from award consideration.
 - b. Five (5) samples of the finished product shall be provided to Printing Services upon completion of the job if the job is not shipped directly to Printing Services.
 - c. The Contractor shall fax a bill of lading to Printing Services when job is shipped and, if requested, fax a signed shipper when the job is received at the shipping point unless otherwise instructed.

REQUIREMENTS

1. All printing shall be in compliance with Public Act 153 of 1937, as amended (copy attached), which states that all printing shall be done within the state of Michigan and that the Contractor shall be a union shop or pay prevailing wages.
2. The Contractor shall be registered with the State of Michigan. Contractors may register on-line by going to <http://www.michigan.gov/doingbusiness>, click on "Selling to the State" and then click on "How to Register as a Vendor" or by calling (517) 373-4111 or (888) 734-9749.
3. All work to be performed shall be produced in the plant of the Contractor or their Subcontractor.
4. The State reserves the right to inspect the plant in which the work will be produced, to examine the equipment and facilities, and to determine the ability of the Contractor to perform the work in accordance with the requirements. The State also reserves the right to interview key personnel assigned by the Contractor to produce the work and recommend reassignment of personnel deemed unsatisfactory by the State.
5. Any issue of Contractor performance will be documented and discussed with the Contractor. The Contractor performance may affect any future awards.
6. No appeals on bids under \$100,000 will be allowed.
7. The Contractor shall communicate only with the designated staff in Printing Services unless otherwise instructed. The Contractor shall not communicate with Printing Services' customer agency(ies).

TERMS AND CONDITIONS

In order to do business with the State of Michigan, Contractor shall agree to the following terms and conditions:

GOVERNING LAW

The purchase order shall in all respects be governed by, and construed in accordance with, the laws of the State of Michigan. Any dispute arising herein shall be resolved in the State of Michigan.

RELATIONSHIP OF THE PARTIES (INDEPENDENT CONTRACTOR)

The relationship between the State and Contractor is that of client and independent Contractor. No agent, employee, or servant of the Contractor shall be or shall be deemed to be an employee, agent, or servant of the State for any reason. The Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, and servants during the performance of any job.

INCURRING COSTS

The State of Michigan is not liable for any cost incurred by the Contractor prior to issuance of a purchase order. The State fiscal year is October 1st through September 30th. The Contractor should realize that payments in any given fiscal year are contingent upon enactment of legislative appropriations. Total liability of the State is limited to terms and conditions of the purchase order.

NEWS RELEASES

News releases (including promotional literature and commercial advertisements) pertaining to the purchase order or project to which it relates shall not be made without prior written State approval, and then only in accordance with the explicit written instructions from the State. No results of the activities associated with the purchase order are to be released without prior written approval of the State and then only to persons designated.

CONTRACTOR RESPONSIBILITIES

The Contractor will be required to assume responsibility for all contractual activities, whether or not that Contractor performs them. Further, the State will consider the Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the purchase order. If any part of the work is to be subcontracted, the Contractor's bid shall include a list of Subcontractors, including firm name and address, contact person and a complete description of work to be subcontracted. The State reserves the right to approve Subcontractors and to require the Contractor to replace Subcontractors found to be unacceptable. The Contractor is totally responsible for adherence by the Subcontractor to all provisions of the purchase order.

AUDIT OF PURCHASE ORDER COMPLIANCE

The Contractor agrees that the State may, upon 24-hour notice, perform an audit at Contractor's location(s) to determine if the Contractor is complying with the requirements of the purchase order,

including compliance with PA 153 of 1937. The Contractor agrees to cooperate with the State during the audit and produce all records and documentation that verifies compliance with the Contract requirements.

WORKPLACE SAFETY AND DISCRIMINATORY HARASSMENT

In performing services for the State, the Contractor shall comply with Department of Civil Service Rules 2-20 regarding Workplace Safety and 1-8.3 regarding Discriminatory Harassment. In addition, the Contractor shall comply with Civil Service Regulations governing workplace safety and discriminatory harassment and any applicable state agency rules on these matters that the agency provides to the Contractor. Department of Civil Service Rules and Regulations can be found on the Department of Civil Service website at www.state.mi.us/mdcs/Regindx.

ASSIGNMENT

The Contractor shall not have the right to assign the purchase order or to assign or delegate any of its duties or obligations under the purchase order to any other party (whether by operation of law or otherwise), without the prior written consent of the State. Any purported assignment in violation of this Section shall be null and void. Further, the Contractor may not assign the right to receive money due under the purchase order without the prior written consent of the Director of Purchasing Operations.

DELEGATION

The Contractor shall not delegate any duties or obligations under the purchase order to a Subcontractor other than a Subcontractor named and approved in the bid unless the Director of Purchasing Operations has given written consent to the delegation.

DISCLOSURE

All information in the Contractor's proposal and the purchase order is subject to the provisions of the Freedom of Information Act. 1976 Public Act No. 442, as amended, MCL 15.231, et seq.

TAXES

- A. Sales Tax: For purchases made directly by the State of Michigan, the State is exempt from State and Local Sales Tax. Prices shall not include such taxes. Exemption Certificates for State Sales Tax will be furnished upon request.
- B. Federal Excise Tax: The State of Michigan may be exempt for Federal Excise Tax, or such taxes may be reimbursable, if articles purchased under this Contract are used for the State's exclusive use. Certificates exclusive use for the purposes of substantiating a tax-free, or tax-reimbursable sale will be sent to the Contractor upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, prices shall not include the Federal Excise Tax.
- C. Contractors are expected to collect and pay all applicable federal, state, and local employment taxes for all persons involved in the resulting purchase order. Also, Contractors shall maintain appropriate payroll information on a system that can produce any reports that may be needed by Purchasing Operations.

PRICE

Prices are firm.

MICHIGAN PRINT LAW

All printing shall be done in accordance with the provisions of Public Act 153 of 1937, as amended. The provisions of Public Act 153 are applicable to the Contractor. If the Contractor has access to the Allied Printing Trades Council union label, it must be used. A copy of Public Act 153, the State's updated printing prevailing wages as of November 3, 2004, and sworn statement are attached. All vendors must complete and return the sworn statement which guarantees that they are a union shop or are paying prevailing wages.

INSPECTION OF FACILITIES

All work to be performed shall be produced in the plant of the primary Contractor or the delegated subcontractor. The Contractor or delegated subcontractor shall be in compliance with Public Act 153 of 1937, as amended.

The State reserves the right to inspect the plant where work will be produced, to examine the equipment and facilities, and to determine the ability of the Contractor to perform the work. The State also reserves the right to interview key personnel assigned by the Contractor and to recommend reassignment of personnel deemed unsatisfactory by the State. The State further reserves the right to approve subcontractors for this project and to require primary Contractors to replace subcontractors who are found to be unacceptable.

CONTRACTOR'S LIABILITY INSURANCE

The Contractor is required to provide proof of the minimum levels of insurance coverage as indicated below. The purpose of this coverage shall be to protect the State from claims which may arise out of or result from the Contractor's performance of services under the terms of this purchase order, whether such services are performed by the Contractor, or by any Subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

The Contractor waives all rights against the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents for recovery of damages to the extent these damages are covered by the insurance policies the Contractor is required to maintain pursuant to this purchase order. The Contractor also agrees to provide evidence that all applicable insurance policies contain a waiver of subrogation by the insurance company.

All insurance coverages provided relative to this purchase order is PRIMARY and NON-CONTRIBUTING to any comparable liability insurance (including self-insurances) carried by the State.

The Insurance shall be written for not less than any minimum coverage herein specified or required by law, whichever is greater. All deductible amounts for any of the required policies are subject to approval by the State.

The State reserves the right to reject insurance written by an insurer the State deems unacceptable.

BEFORE THE PURCHASE ORDER IS ISSUED BY THE STATE, THE CONTRACTOR MUST FURNISH TO THE DIRECTOR OF PURCHASING OPERATIONS CERTIFICATE(S) OF INSURANCE VERIFYING INSURANCE COVERAGE. THE CERTIFICATE MUST BE ON THE STANDARD "ACCORD" FORM. THE PURCHASE ORDER NUMBER. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING. All such Certificate(s) are to be prepared and submitted by the Insurance Provider and not by the Contractor. All such Certificate(s) shall contain a provision indicating that coverages afforded under the policies WILL NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED without THIRTY (30) days prior written notice, except for 10 days for non-payment of premium, having been given to the Director of Purchasing Operations, Department of Management and Budget. Such NOTICE must include the PURCHASE ORDER NUMBER affected and be mailed to: Director, Purchasing Operations, Department of Management and Budget, P.O. Box 30026, Lansing, Michigan 48909.

The Contractor is required to provide the type and amount of insurance checked (☒) below:

- ☒ 1. Commercial General Liability with the following minimum coverages:

\$2,000,000 General Aggregate Limit other than Products/Completed Operations
\$2,000,000 Products/Completed Operations Aggregate Limit
\$1,000,000 Personal & Advertising Injury Limit
\$1,000,000 Each Occurrence Limit
\$500,000 Fire Damage Limit (any one fire)

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSURED on the Commercial General Liability policy.

- ☒ 2. If a motor vehicle is used to provide services or products under this purchase order, the Contractor must have vehicle liability insurance on any auto including owned, hired and non-owned vehicles used in Contractor's business for bodily injury and property damage as required by law.

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSURED on the vehicle liability policy.

- ☒ 3. Worker's disability compensation, disability benefit or other similar employee benefit act with minimum statutory limits. NOTE: (1) If coverage is provided by a State fund or if Contractor has qualified as a self-insurer, separate certification must be furnished that coverage is in the state fund or that Contractor has approval to be a self-insurer; (2) Any citing of a policy of insurance must include a listing of the States where that policy's coverage is applicable; and (3) Any policy of insurance must contain a provision or endorsement providing that the insurers' rights of subrogation are waived. This provision shall not be applicable where prohibited or limited by the laws of the jurisdiction in which the work is to be performed.
- ☐ 4. For contracts providing temporary staff personnel to the State, the Contractor shall provide an Alternate Employer Endorsement with minimum coverage of \$1,000,000.

- ☒ 5. Employers liability insurance with the following minimum limits:

\$100,000 each accident
\$100,000 each employee by disease
\$500,000 aggregate disease

INDEMNIFICATION

A. General Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State, its departments, divisions, agencies, sections, commissions, officers, employees and agents, from and against all losses, liabilities, penalties, fines, damages and claims (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any of the following:

1. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from (1) the product provided or (2) performance of the work, duties, responsibilities, actions or omissions of the Contractor or any of its Subcontractors under this purchase order;
2. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from a breach by the Contractor of any representation or warranty made by the Contractor in the purchase order;
3. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or related to occurrences that the Contractor is required to insure against as provided for in this purchase order;
4. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from the death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property, in connection with the performance of services by the Contractor, by any of its Subcontractors, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable; provided, however, that this indemnification obligation shall not apply to the extent, if any, that such death, bodily injury or property damage is caused solely by the negligence or reckless or intentional wrongful conduct of the State;
5. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents which results from an act or omission of the Contractor or any of its Subcontractors in its or their capacity as an employer of a person.

B. Patent/Copyright Infringement Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State, its employees and agents from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that such action

or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Contractor or its Subcontractors, or the operation of such equipment, software, commodity or service, or the use or reproduction of any documentation provided with such equipment, software, commodity or service infringes any United States or foreign patent, copyright, trade secret or other proprietary right of any person or entity, which right is enforceable under the laws of the United States. In addition, should the equipment, software, commodity, or service, or the operation thereof, become or in the Contractor's opinion be likely to become the subject of a claim of infringement, the Contractor shall at the Contractor's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if such option is not reasonably available to the Contractor, (ii) replace or modify the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if such option is not reasonably available to Contractor, (iii) accept its return by the State with appropriate credits to the State against the Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

C. Indemnification Obligation Not Limited

In any and all claims against the State of Michigan, or any of its agents or employees, by any employee of the Contractor or any of its Subcontractors, the indemnification obligation under the purchase order shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Contractor or any of its Subcontractors under worker's disability compensation acts, disability benefits acts, or other employee benefits acts. This indemnification clause is intended to be comprehensive. Any overlap in subclauses, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other subclause.

D. Continuation of Indemnification Obligation

The duty to indemnify will continue in full force and affect notwithstanding the expiration or early termination of the purchase order with respect to any claims based on facts or conditions, which occurred prior to termination.

ACCOUNTING RECORDS

The Contractor and all Subcontractors shall maintain all pertinent financial and accounting records and evidence pertaining to the purchase order in accordance with generally accepted principles of accounting and other procedures specified by the State of Michigan. Financial and accounting records shall be made available, upon request, to the State of Michigan, its designees, or the Michigan Auditor General at any time during the purchase order period and any extension thereof, and for three years from expiration date and final payment on the purchase order.

NON-DISCRIMINATION CLAUSE

In the performance of the purchase order, the Contractor agrees not to discriminate against any employee or applicant for employment with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental handicap or disability. The Contractor further agrees that every subcontract entered into for the performance of any purchase order will contain a provision requiring non-discrimination in employment, as herein specified, binding upon each Subcontractor. This covenant is required pursuant to the Elliot Larsen Civil Rights Act, 1976 Public Act 453, as amended, MCL 37.2201, et seq, and the Persons With Disabilities Civil Rights Act,

1976 Public Act 220, as amended, MCL 37.1101, et seq, and any breach thereof may be regarded as a material breach of the purchase order.

CANCELLATION

The State may cancel this purchase order without further liability or penalty to the State, its departments, divisions, agencies, offices, commissions, officers, agents, and employees for any of the following reasons:

1. **Material Breach by the Contractor.** In the event that the Contractor breaches any of its material duties or obligations under the purchase order, which are either not capable of or subject to being cured, or are not cured within the time period specified in the written notice of breach provided by the State, or pose a serious and imminent threat to the health and safety of any person, or the imminent loss, damage or destruction of any real or tangible personal property, the State may, having provided written notice of cancellation to the Contractor, cancel this purchase order in whole or in part, for cause, as of the date specified in the notice of cancellation.

In the event that this purchase order is cancelled for cause, in addition to any legal remedies otherwise available to the State by law or equity, the Contractor shall be responsible for all costs incurred by the State in canceling the purchase order, including but not limited to, State administrative costs, attorneys fees and court costs, and any additional costs the State may incur to procure the services required by this purchase order from other sources. All excess re-procurement costs and damages shall not be considered by the parties to be consequential, indirect or incidental, and shall not be excluded by any other terms otherwise included in the purchase order.

In the event the State chooses to partially cancel this purchase order for cause charges payable under this Contract will be equitably adjusted to reflect those services that are cancelled.

In the event this purchase order is cancelled for cause pursuant to this section, and it is therefore determined, for any reason, that the Contractor was not in breach of contract pursuant to the provisions of this section, that cancellation for cause shall be deemed to have been a cancellation for convenience, effective as of the same date, and the rights and obligations of the parties shall be limited to that otherwise provided in the purchase order for a cancellation for convenience.

2. **Cancellation For Convenience By the State.** The State may cancel this purchase order for its convenience, in whole or part, if the State determines that such a cancellation is in the State's best interest. Reasons for such cancellation shall be left to the sole discretion of the State and may include, but not limited to (a) the State no longer needs the services or products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Contract services no longer practical or feasible, and (c) unacceptable prices for additional services requested by the State. The State may cancel the purchase order for its convenience, in whole or in part, by giving the Contractor written notice 30 days prior to the date of cancellation. If the State chooses to cancel this purchase order in part, the charges payable under this purchase order shall be equitably adjusted to reflect those services that are cancelled.
3. **Non-Appropriation.** In the event that funds to enable the State to effect continued payment under this purchase order are not appropriated or otherwise made available. The Contractor acknowledges that, if this purchase order extends for several fiscal years, continuation of this purchase order is subject to appropriation or availability of funds for this project. If funds are not appropriated or otherwise made available, the State shall have the right to cancel this purchase order at the end of the last period for which funds have been appropriated or otherwise made

available by giving written notice of cancellation to the Contractor. The State shall give the Contractor written notice of such non-appropriation or unavailability within 30 days after it receives notice of such non-appropriation or unavailability.

4. Criminal Conviction. In the event the Contractor, an officer of the Contractor, or an owner of a 25% or greater share of the Contractor, is convicted of a criminal offense incident to the application for or performance of a State, public or private purchase order or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State, reflects upon the Contractor's business integrity.
5. Approvals Rescinded. The State may terminate this purchase order without further liability or penalty in the event any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Constitution 1963, Article 11, section 5, and Civil Service Rule 4-6. Termination may be in whole or in part and may be immediate as of the date of the written notice to Contractor or may be effective as of the date stated in such written notice.

NOTICE AND RIGHT TO CURE

In the event of a curable breach by the Contractor, the State shall provide the Contractor written notice of the breach and a time period to cure said breach described in the notice. This section requiring notice and an opportunity to cure shall not be applicable in the event of successive or repeated breaches of the same nature or if the State determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage or destruction of any real or tangible personal property.

ELECTRONIC FUNDS TRANSFER

Electronic transfer of funds is available to Contractors. Contractors are encouraged to register with the State of Michigan Office of Financial Management so the State can make payments related to this purchase order electronically at www.cpexpress.state.mi.us.

UNFAIR LABOR PRACTICES

Pursuant to 1980 Public Act 278, as amended, MCL 423.231, et seq, the State shall not award a purchase order to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled pursuant to Section 2 of the Act. A Contractor of the State, in relation to the Contract, shall not enter into a Contract with a Subcontractor, manufacturer, or supplier whose name appears in this register. Pursuant to Section 4 of 1980 Public Act 278, MCL 423.324, the State may void any Contract if, subsequent to award of the Contract, the name of the Contractor as an employer, or the name of the Subcontractor, manufacturer or supplier of the Contractor appears in the register.

RECYCLED CONTAINERS

Contractors are encouraged to offer products packaged in containers using recovered materials suitable for the intended use. 'Recovered material' is defined as post-consumer waste (any products generated by a

business or consumer which have served their intended end use, and which have been separated or diverted from solid waste for the purpose of collection, recycling, and disposition) and 'secondary waste' (industrial by-products and wastes generated after completion of a manufacturing process that would normally not be reused).

ASSIGNMENT OF ANTITRUST CAUSE OF ACTION

For and in consideration of the opportunity to submit a quotation and other good and valuable consideration, the Contractor hereby assigns, sells and transfers to the State of Michigan all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this State for price fixing, which causes of action have accrued prior to the date of payment and which relate solely to the particular goods, commodities, or services purchased or procured by this State pursuant to this transaction.

QUALITY ASSURANCE

The State reserves the right to periodically test products which have been received to verify compliance with specifications. If laboratory analysis shows that the product does not meet specifications or fails to perform satisfactorily at any time, the Contractor shall be responsible for:

1. All costs of testing and laboratory analysis.
2. Disposal and/or replacement of all products which fail to meet specifications.
3. All costs of repair and/or replacement of equipment deemed to have been damaged by substandard products as determined by the State.

INSPECTION

All goods are subject to inspection and testing. In the event goods are defective in material or workmanship, or otherwise fail to meet the requirements of the purchase order, the State shall have the right to reject the goods or retain the goods and correct the defects. The Contractor shall pay the State for expenses incurred in correcting defects. Rejected goods will be held for 45 days after delivery. The Contractor must arrange for the return of said goods, including paying for handling, packing, and transportation costs. The State has the authority to dispose of the goods without further liability to the State in the event the Contractor fails to make arrangements within the specified time period.

CONFIDENTIALITY REQUIREMENTS

All financial, statistical, personnel, technical and other data and information and materials are designated confidential by the State. Any of the above are made available to the Contractor in order to carry out the pre-qualification, or which are created by the Contractor in carrying out this pre-qualification, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. Any disclosure of data, information or materials may result in removal of the Contractor's pre-qualified status for future work with the State. All data, information and materials provided to the Contractor in order to carry out this pre-qualification shall be returned to the State unless otherwise authorized by the State in writing to the Contractor. Any disclosure or use of data, information or materials without such authorization may result in removal of the Contractor pre-qualified status for future work with the State. All data, information and materials provided to the Contractor in order to carry out this pre-qualification shall be returned to the State unless otherwise authorized by the State in writing to the Contractor.

The Contractor acknowledges that a breach of its confidentiality obligations as set forth in this section of the pre-qualification shall be considered a material breach of the purchase order. Furthermore, the Contractor acknowledges that in the event of such a breach the State may be irreparably harmed. Accordingly, if a court should find that the Contractor has breached or attempted to breach any such obligations, the Contractor will not oppose the entry of an appropriate order restraining it from any further breaches or attempted or threatened breaches. This remedy shall be in addition to and not in limitation of any other remedy or damages provided by law.

STATEMENT OF QUALIFICATION

NOTE: Pre-qualification does not guarantee work with the State of Michigan but rather pre-qualifies you to bid on work that is covered by the work statement and terms and conditions. Pre-qualification will be based upon the Contractor's response to this State of Qualifications and the Contractor's agreement to the terms and conditions herein. If you are pre-qualified, you will receive a letter indicating so from the Department of Management and Budget (DMB).

Pre-qualified Contractors will then receive notice electronically of bid items as they become available. Bidders will normally have 24-hours to review the work and electronically submit their bid form for the advertised items. Bids will be awarded based on the Contractor's response to the bid form, the Contractor's Statement of Qualifications (on file), the Contractor's past performance, and the needs of the State. This will insure the "Best Value" for the State.

Please provide the following information:

1. State the full name and address of your organization and, if applicable, the branch office or other subordinate element that will perform, or assist in performing, the work hereunder. Indicate whether it operates as an individual, partnership, or corporation; if as a corporation, include the State in which it is incorporated. If applicable, state whether it is licensed or registered to operate in the State of Michigan. Also indicate how long company has been in business and company sales volumes for the last five (5) years. In addition, please include federal ID or social security number. Also, indicate the type(s) of work your organization can provide based on the categories listed on the cover memo.
2. Indicate the name, title, and address of contact person in your organization authorized to negotiate/expedite a bid quotation/purchase order. Also include telephone number, facsimile number and email address.
3. The Contractor must be able to provide appropriate staff to properly service the State. Please discuss the key personnel that will be assigned and identify the key personnel by name and title, discuss their primary responsibilities, and indicate where these personnel will be physically located.
4. List all Subcontractors. Include firm name and address, contact person, and complete description of work to be subcontracted. Include descriptive information concerning subcontractor's organization and abilities.
5. Describe in detail the location(s) and facilities where the printing will be done. Also describe in detail your company's warehousing capacities.
6. Describe the details of all equipment to be used including the type of equipment and the number of pieces of equipment as well as maintenance provisions and back-up equipment. Also include sufficient detail to demonstrate your company's ability to handle the State work with the equipment you have.

7. Provide the names of paper suppliers along with the name of a contact person and telephone number for each supplier.
8. Describe in detail the method in which the printed documents will be shipped to the various State agencies. If shipping by truck, indicate if trucks are owned by your company or leased, number of trucks available, and any other pertinent information.
9. Indicate the prior experience of your company which you consider relevant to successfully do work for the State. Include sufficient detail to demonstrate the relevance of such experience. Include descriptions of qualifying experience to include project descriptions, costs, and starting and completion dates of projects successfully completed. Also include the name, address, and phone number of the responsible official of the client organization who may be contacted. Provide five (5) specific references.
10. Describe in detail what steps your company takes to monitor quality assurance.
11. Vendor shall discuss their capabilities related to generating reports. Vendor shall be able to provide various reports when requested by the State. Examples include itemized report of total items purchased by all agencies or individual agencies, open invoice reports, delivery compliance reports, quantity reports, recycled paper reports, etc.
12. Vendor shall submit liability insurance certificate verifying that the minimum levels of insurance coverage are met (see pages 5-6).

PUBLIC ACT No. 153

HOUSE ENROLLED ACT NO. 112

PASSED DURING THE REGULAR SESSION OF 1937

Introduced by Messrs. Rahoi Hailwood and Thomas L. Smith

An ACT relative to printing for the state of Michigan; to establish the requirements of responsible bidders, to prescribe penalties for the violation of the provisions of this act; and to repeal all acts and parts of acts inconsistent with the provisions of this act.

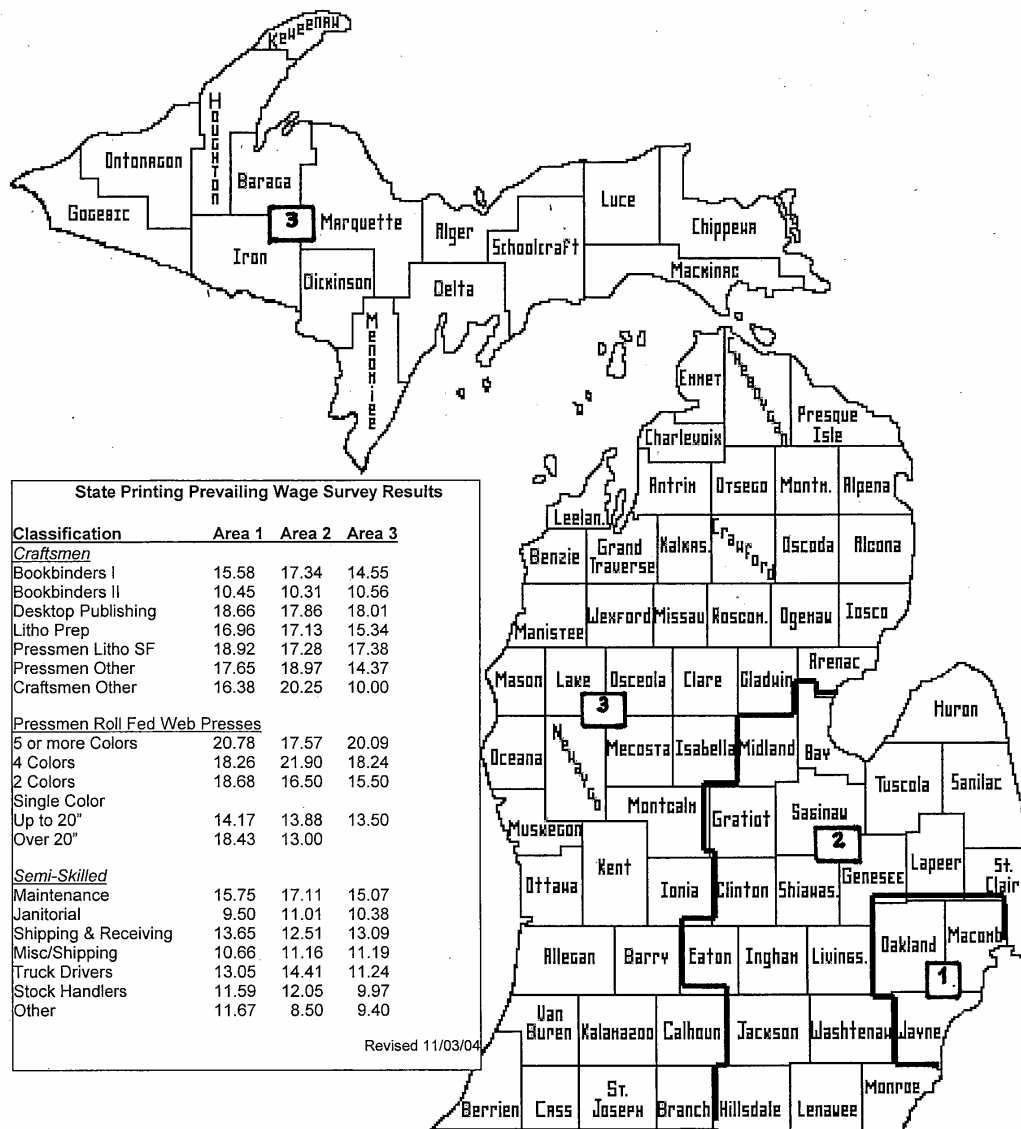
The People of the State of Michigan enact:

Section 1. All printing for which the state of Michigan is chargeable, or which is paid for with funds appropriated wholly or in part by the state, excepting that which is printed for primary school districts, counties, townships, cities, villages, and/or legal publications ordered for or by elective state officers, must be printed within the state of Michigan, and shall bear the label of the branch of the allied printing trades council of the locality in which they are printed, except under the following conditions:

1. Printing firms not having the use of the allied printing trades council union label and who are desirous of presenting bids for printing as enumerated above shall be required to establish consideration as a responsible bidder as follows:
 - a. As a condition to consideration as a responsible bidder printing concerns must file with the secretary of state a sworn statement to the effect that employees in the employ of the concern which is to produce such printing are receiving the prevailing wage rate and are working under conditions prevalent in the locality in which the work is produced.
 - b. Whenever a collective bargaining agreement is in effect between an employer and employees who are represented by a responsible organization which is in no way influenced or controlled by the management, such agreement and its provisions shall be the minimum requirements for being adjusted a responsible bidder under this act.
 - c. Printing firms having the use of the allied printing trades council union label shall be deemed as having complied with the provisions of this act, but nothing in these provisions shall be constructed as exempting such bidders from any provision of the act, and such bidders shall also be required to conform with all of its provisions.
2. State-owned printing establishments in Jackson prison and the boys' industrial school at Lansing shall be exempt from the above provisions: *Provided, however,* that these institutions shall not perform printing other than the needs and requirements of these institutions.

Section 2. Any officer or employee of the state who shall accept any printed matter, or is found to have had printed matter produced under conditions other than set forth in this act, and which is paid for with funds appropriated wholly or in part by the state, shall be subject to a fine of fifty dollars for each and every offense.

Section 3. All acts or parts of acts inconsistent with the provisions of this act are hereby repealed.
(Signed by the Governor, July 3, 1937.)



COMPLETION: Completion is necessary in order to be considered a responsible bidder under the State Printing Law.
AUTHORITY: Act 153 of 1937.

SWORN STATEMENT

DATE:

TO: Department of Management and Budget
Purchasing Operations
Mason Building – 2nd Floor
P. O. Box 30026
Lansing, MI 48909

FROM:	Name of Company:	City, State & Zip Code
	Address:	Printing Location (State):

PLEASE COMPLETE EITHER SECTION A OR SECTION B

SECTION A

The undersigned hereby certifies and attests (check one):

- ☐ That employees in their concern are receiving the prevailing wage rate and are working under conditions prevalent in the locality in which the work is produced in accordance with the prevailing wage rate and conditions prevalent as determined by Purchasing Operations, State of Michigan.
- ☐ That employees in their concern are paid in accordance with a collective bargaining agreement which is in no way influenced or controlled by the management.

Authorized Signatory (type or print)

Signature

Date:

Title

SECTION B

The undersigned hereby certifies and attest that the named company has use of the Allied Printing Trades Council union label:

Authorized Signatory (type or print)

Signature

Date:

Title

